

101543

AN ORDINANCE

AUTHORIZING EXECUTION OF AN AMENDMENT TO STANDARD CONCESSION AGREEMENT NO. 133026, BETWEEN THE CITY OF SAN ANTONIO AND HMSHost INTERNATIONAL, INC. TO ALLOW THE ADDITION OF APPROXIMATELY 367 SQUARE FEET OF SPACE TO THE "ROSARIO'S CANTINA" LOCATION IN TERMINAL TWO AT THE SAN ANTONIO INTERNATIONAL AIRPORT, AND AUTHORIZE BUILD-OUT OF THE ADDITIONAL SPACE AT THE EXPENSE OF HMSHost INTERNATIONAL, INC.

* * * * *

WHEREAS, Standard Concession Agreement No. 133026, was executed between the City of San Antonio and HMSHost International, Inc., ("HMSHost" or "Concessionaire") for operation of a Mexican style cantina, food and beverage, and bar facility and lease of the premises known as Space 200, in the satellite area of Terminal 2 of the San Antonio International Airport, and was authorized by City Council pursuant to Ordinance No. 94214 on June 28, 2001, for a five (5) year term ("Original Agreement"); and,

WHEREAS, HMSHost by and through a Sublease to Host-Chelsea Joint Venture, has operated the location as "Rosario's Cantina" since opening on August 22, 2002 and has provided quality customer service and products to the traveling public; and,

WHEREAS, in January 2003 HMSHost, with the consent of the Airport Director, expanded its space to a total of 1,561 square feet, effectively recapturing square footage removed from the location as a result of base building changes, which had been accepted by Concessionaire at the time of the original build-out; and

WHEREAS, HMSHost, has requested an amendment of the Original Agreement, allowing HMSHost to modify and expand its floor area square footage and operations to better serve the current volume of customers generated by increased passenger traffic; and,

WHEREAS, the expansion and modifications proposed, is projected to generate increased percentage rental revenue to the City, and the expansion area is currently underutilized and not producing any revenue, making the grant of this amendment in the best interests of the City; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or his designee is authorized and directed to execute the Concession Agreement Amendment in a form substantially the same in form and content as the document attached as "Attachment 1", providing for the lease of additional space adjacent to the "Rosario's Cantina" location, and authorizing build-out of the additional space at HMSHost's expense.

SECTION 2. Revenues are authorized to be deposited in Internal Order No. 2330000000066, SAP General Ledger 4409034 entitled "Aviation Concessions", Fund 51001000 entitled "Airport Operations & Maintenance Account".

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance shall be effective ten (10) days after its passage.

PASSED AND APPROVED this 13th day of October, 2005.


M A Y O R

PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM:


for Acting City Attorney

Agenda Voting Results

Name: 10. & 11.

Date: 10/13/05

Time: 11:22:34 AM

Vote Type: Multiple selection

Description: An Ordinance authorizing the execution of a lease agreement with United Parcel Service, Inc. for their relocation from the West Cargo Facility to the East Cargo Facility for 13,048 square feet of ground space, 160,912 square feet of apron and 50,877 square feet of non-AOA ramp space at San Antonio International Airport for a monthly rental of \$11,732.28 for a term of 20 years with a mutual 5 year extension. [Presented by Roland A. Lozano, Interim Director, Aviation; J. Rolando Bono, City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1	Not present	x		
SHEILA D. MCNEIL	DISTRICT 2				
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

CONCESSION AGREEMENT AMENDMENT

THIS CONCESSION AGREEMENT AMENDMENT is made in multiple originals and entered into by and between the City of San Antonio, a Texas Municipal Corporation, ("City") acting by and through its City Manager, pursuant to Ordinance No. _____ adopted on _____ and HOST INTERNATIONAL, INC., a Delaware Corporation authorized to do business in Texas, acting by and through its duly authorized officers. ("Concessionaire").

WHEREAS, Concession Agreement No. 133026, ("Original Agreement") for operation of a Mexican-style themed cantina, food and beverage, and bar facility and lease of the premises known as Space 200, in the satellite area of Terminal 2 of the San Antonio International Airport, containing approximately 1,510 square feet of Floor Area as shown on Exhibit A-2 ("Original Leased Premises") was executed between the City and Concessionaire, and was authorized by City Council pursuant to Ordinance No. 94214 on June 28, 2001, for a five (5) year term; and,

WHEREAS, Concessionaire, by and through a Sublease to Host-Chelsea Joint Venture, has operated the location as "Rosario's Cantina" since opening on August 22, 2002 and has provided quality customer service and products to the traveling public; and,

WHEREAS, in January 2003 Concessionaire, with the consent of the Airport Director, expanded its space to a total of 1,561 square feet, effectively recapturing square footage removed from the location as a result of base building changes, which had been accepted by Concessionaire at the time of the original build-out; and

WHEREAS, Concessionaire, has requested an amendment of the Original Agreement, allowing Concessionaire to modify and expand its Floor Area square footage and operations to better serve the current volume of customers generated by an increase in passenger traffic in accordance with the Proposed Plans attached hereto as Exhibit "AMENDED A-2" and incorporated herein by reference; and,

WHEREAS, the expansion and proposed modifications are projected to generate increased percentage rental revenue to the City, and the expansion area is currently underutilized and not producing any revenue, making the grant of this amendment in the best interests of the City; NOW THEREFORE,

In consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Original Agreement entered into by and between City and Concessionaire, authorized by Ordinance No. 94214 on June 28, 2001 is amended as follows:

A. The Premises, as defined in the Preamble of the Original Agreement, is amended to reflect the 51 square feet of recaptured space approved in January 2003, 316 square feet of additional Floor Area, for a total leased Floor Area of 1877 square feet, as shown in Exhibit "AMENDED A-2". ("Amended Premises")

B. Every instance in the Original Agreement where rights or obligations of the Parties are attached to the "Premises", or the "Premises as shown in 'Exhibit A-2'" those rights and obligations shall hereinafter also apply to the Amended Premises, as modified in Paragraph 3.A. of this Amendment, and shown on Exhibit "AMENDED A-2".

C. Subject to final written approval of Concessionaire's plans by City, Concessionaire at its expense, shall proceed with requested modifications and build-out of the Amended Premises, in accordance with the approved final plans and specifications. All construction on the Amended Premises shall be completed in accordance with and shall be subject to the ARTICLE V. CONSTRUCTION OF THE PREMISES and ARTICLE VI. ALTERATIONS CHANGES AND ADDITIONS as set out in the Original Agreement.

D. Concessionaire agrees that it will, concurrent with the execution of this Concession Agreement Amendment, provide its sublessor, HOST-CHELSEA JOINT VENTURE, with a copy of this Amendment and, within ten (10) days following the execution of the Amended Agreement, provide the City with a written document signed by partners of HOST-CHELSEA JOINT VENTURE, acknowledging this Amended Agreement, and the automatic incorporation of its terms into its SUBLEASE FOR FOOD AND BEVERAGE SALES AT SAN ANTONIO INTERNATIONAL AIRPORT entered into between Concessionaire and HOST-CHELSEA JOINT VENTURE on March 1, 2002.

Except as amended hereby, all other provisions of Concession Agreement No. 133026 and all prior amendments thereto are hereby retained in their entirety and remain unchanged.

IN WITNESS WHEREOF, the undersigned have duly executed this Concessions Agreement Amendment on this the _____ day of _____, 2005.

ATTEST:

CITY OF SAN ANTONIO, TEXAS
a Texas Municipal Corporation

City Clerk

By: _____
J. Rolando Bono, City Manager

APPROVED:

HOST INTERNATIONAL, INC.
a Delaware Corporation

By: _____
City Attorney

By: _____
Its: _____
Federal Tax Identification #: _____

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

HINSHAW CORPORATION, DBA HO'S INTERNATIONAL

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☐ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

CHESTER SANDWICHES OF TEXAS
WILLIAM FRANKLIN, PRESIDENT

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☐ No subcontractor(s); or

List subcontractors:

RETAIL BUILDERS GROUP

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☒ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☒ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

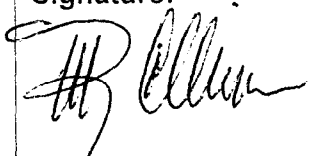
(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☒ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature: 	Title: <u>GENERAL MANAGER</u> Company or D/B/A: <u>HKS INTERNATIONAL</u>	Date: <u>9-28-2005</u>
---	---	---------------------------

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.